

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 2000A12182 & 2000A12867
	§	
vs.	§	
	§	
RICHARD JAGERS,		

<b>COMPLAINT</b>
------------------

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 830 Saint Clair Street Apartment B Grosse Pointe Farms, MI 48230

**The Debt**

First Cause of Action - Claim Number: 2000A12182

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$3,772.17
B. Current Capitalized Interest Balance and Accrued Interest	\$5,885.71
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments,</i>	

<i>credits, and offsets)</i>	\$0.00
E. Attorneys fees	\$0.00
<b>Total Owed – Claim Number 2000A12182</b>	<b>\$9,657.88</b>

Second Cause of Action - Claim Number: 2000A12867

4. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$3,632.10
B. Current Capitalized Interest Balance and Accrued Interest	\$5,563.60
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00
E. Attorneys fees	\$0.00
<b>Total Owed – Claim Number 2000A12867</b>	<b>\$9,195.70</b>

**TOTAL OWED (Claim Numbers 2000A12182 & 2000A12867 \$18,853.58**

The Certificates of Indebtedness, attached as Exhibits "A" & "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.130% per annum or \$0.84 per day on Claim Number 2000A12182, & 7.980% per annum or \$0.79 per day on Claim Number 2000A12867.

**Failure to Pay**

6. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraphs 3 & 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)

Holzman Corkery, PLLC

Attorneys for Plaintiff

Tamara Pearson (P56265)

28366 Franklin Road

Southfield, Michigan 48034

(248) 352-4340

[usa@holzmanlaw.com](mailto:usa@holzmanlaw.com)

**U.S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS**

Richard C. Jagers  
N/A  
42574 Park Ridge Rd.  
Novi, MI 48375

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 06/16/00.

On or about 05/28/92, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from Security Savings Bank - E. Lansing, MI at 8.13% percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$801.33 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 08/25/97, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,772.17 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/03/99, assigned its right and title to the loan(s) to the Department.

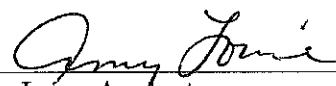
Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	3,772.17
Interest:	\$	915.15
Late Fees:	\$	0.00
Admin. Costs:	\$	0.00
 Total Costs as of 06/16/00:	 \$	 4,687.32

Interest accrues on the principal shown here at the rate of \$0.84 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: June 26, 2000

Name:   
Title: Loan Analyst  
Branch: Litigation Branch

# GREAT LAKES HIGHER EDUCATION CORPORATION

## SUPPLEMENTAL LOANS FOR STUDENTS APPLICATION AND PROMISSORY NOTE

JUN 01 1992

## SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number		2. Last Name <b>JAGERS</b>		First Name <b>RICHARD</b>		Middle Initial <b>C</b>		3. Birthdate Mo. <b>04</b> Day <b>13</b> Year <b>56</b>	
4. Permanent Home Address <b>42574 PARK RIDGE</b>				City, State, Zip Code <b>NOVI, MI 48375</b>				5. Area Code/Telephone No. <b>C 14</b>	
6. United States Citizenship Status (Check One) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien #) <input type="checkbox"/> c. Neither of the above		7. You are a permanent resident of what state? Mo. <b>MI</b> Year <b>07/71</b>		8. State of Driver's License <b>MI</b> Driver's Lic. # <b>288 73</b> State of Veh. Reg. <b>MI</b> Since <b>86</b>					
9. Loan Period From <b>06/92</b> To <b>05/93</b>		10. Loan Amount Requested <b>\$4000</b>		11. Major Course of Study <b>MHR</b>		12. If you or the person you are borrowing for is eligible, do you wish a deferment? (See instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction				14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
15. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".									

Name of Lender	City and State of Lender	Loan Type	Loan Period Beginning Date	Interest Rate	Unpaid Balance
<b>GSL</b>	<b>CHICAGO, ILL</b>	<b>GSL</b>	<b>4/91</b>	<b>%</b>	<b>\$ PAID IN FULL</b>

16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input type="checkbox"/> unmarried or legally separated		If married, spouse's name and address:	
17a. Parent or Guardian (if deceased, other relative) Name: <b>ROBERT JAGERS</b> Relationship: <b>FATHER</b> Address: <b>35509 HERITAGE</b> City/State/Zip: <b>FARMINGTON, MI 48335</b> Area Code/Telephone No.: <b>48</b> Place and City of Employment: <b>RETIRED</b>		17b. Other Relative (not living at 17a or 17c or d) Name: <b>KATHY DOWNS</b> Relationship: <b>SISTER</b> Address: <b>10333 WAYNE RD</b> City/State/Zip: <b>LIVANIA, MI 48150</b> Area Code/Telephone No.: <b>9</b> Place and City of Employment: <b>MEEMIL ANAHEIM HILLS</b>	
17c. Other Relative or Friend (not living at 17a or 17b or d) Name: <b>ED BAKER</b> Relationship: <b>FRIEND</b> Address: <b>18909 FLAMINGO</b> City/State/Zip: <b>LIVANIA, MI 48152</b> Area Code/Telephone No.: <b>1</b> Place and City of Employment: <b>RATTLE CANTON, MI</b>			

## Promissory Note for a SLS Loan

I, Promise To Pay I, called Maker identified in Section I, Item 2 and "Endorser," If any, identified in Section I, Item 18c, promise to pay to the lender identified in Section 3, Item 36, when this note becomes due as set forth in paragraph 5 (on reverse side), the sum of

18a. \$ **4000.00** (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the SLS Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the SLS Disclosure Statement. I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the SLS Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE. EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

18b. Maker's Signature (Borrower): **Richard C Jagers** (Seal) **5/28/92**  
Date  
18c. Endorser's Signature (Seal) \_\_\_\_\_  
Date  
Endorser's Name (Please Print) \_\_\_\_\_  
Endorser's Soc. Sec. No. \_\_\_\_\_ Endorser's Address \_\_\_\_\_

## SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School <b>Spring Arbor College</b>		20. Address <b>101 Main St. Spring Arbor, MI 49283</b>		21. Area Code/Telephone No. <b>517-750-1200</b>	
22. School Code <b>002318</b>	23. Enrollment Status <b>FT</b>	24. Dependency <b>IND</b>	25. Loan Period From <b>11/12/91</b> To <b>07/07/92</b>	26. Grade <b>04</b>	27. Anticipated Grad. Mo. <b>01</b> Year <b>93</b>
28. Est. Fin. Aid <b>\$ -0-</b>	29. Great Lakes Use Only <b>\$ 8045</b>	30. Appr. Loan Amt. <b>\$ 4000</b>	31. 1st Disb. MO/DAY/YR <b>06/25/92</b>	32. 2nd Disb. MO/DAY/YR <b>06/25/92</b>	33. 3rd Disb. MO/DAY/YR <b>06/25/92</b>
34. 4th Disb. MO/DAY/YR <b>06/25/92</b>					

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

Signature of School Official: **Deborah J. Williams**  
Print Name and Title: **Deborah J. Williams; Financial Aid Coun.** Date: **06/25/92**

## SECTION 3-TO BE COMPLETED BY THE LENDER

36. Name of Lender <b>Security Savings Bank</b>		37. Street Address <b>P. O. Box 4628</b>		38. Lender Code <b>826782</b>	
39. City, State, Zip Code <b>E. Lansing, MI 48826</b>		40. Area Code/Telephone No. <b>1-800-328-4143</b>		41. 1st Disbursement Amount <b>\$</b>	
42. 2nd Disbursement Amount <b>\$</b>		43. 3rd Disbursement Amount <b>\$</b>		44. 4th Disbursement Amount <b>\$</b>	
45. Total Amount Approved <b>\$</b>		46. Title <b>Vice President, Regional Operations</b>		47. Date <b>06/01/92</b>	
48. Signature of Lender <b>David Harrison</b>		49. Title <b>Vice President, Regional Operations</b>		50. Date <b>06/01/92</b>	

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center  
P.O. Box 1009, East Lansing, MI 48826-1009

BEST COPY AVAILABLE  
AT TIME OF IMAGING

I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE

Gay Bell 6-19-00  
NAME DATE

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS**

Richard C. Jagers  
N/A  
42574 Park Ridge Rd.  
Novi, MI 48375

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 06/16/00.

On or about 01/19/93, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 from Security Savings Bank - E. Lansing, MI at 7.98% percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$941.34 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 08/25/97, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,632.10 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 11/03/99, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$	3,632.10
Interest:	\$	865.97
Late Fees:	\$	0.00
Admin. Costs:	\$	0.00
 Total Costs as of 06/16/00:	 \$	 4,498.07

Interest accrues on the principal shown here at the rate of \$0.79 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

*June 26, 2000*

Name:

Title:

Branch:

*Amy Lurie*  
Loan Analyst



JAN 21 1993

# GREAT LAKES HIGHER EDUCATION CORPORATION SUPPLEMENTAL LOANS FOR STUDENTS APPLICATION AND PROMISSORY NOTE

## SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name <b>JAGERS</b>	First Name <b>RICHARD</b>	Middle Initial <b>C</b>	3. Birthdate Mo. <b>04</b> Day <b>11</b> Year <b>1956</b>
4. Permanent Home Address <b>42574 PARK ROSE</b>		City, State, Zip Code <b>NOVI, MI 48375</b>		5. Area Code/Telephone No.
6. United States Citizenship Status (Check One) (See Instructions) <input checked="" type="checkbox"/> a. U.S. Citizen/National <input type="checkbox"/> b. Eligible non-citizen (Alien # Include a COPY of front and back of card) <input type="checkbox"/> c. Neither of the above	7. You are a permanent resident of what state? Mo. <b>MI</b> Year <b>07/71</b>		8. State of Driver's License <b>MI</b> Driver's Lic. #: <b>2</b> Exp. <b>73</b> State of Veh. Reg.: <b>MI</b> Since <b>86</b>	
9. Loan Period From <b>01/91</b> To <b>01/93</b>	10. Loan Amount Requested <b>\$ 4000</b>	11. Major course of study <b>MBA</b>	12. If you or the person you are borrowing for is eligible, do you wish a deferment? (See Instructions) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", see instruction		14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1987? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Name of Lender	City and State of Lender	Loan Type	Loan Period Beginning Date	Interest Rate	Unpaid Balance
<b>GSL</b>	<b>CHICAGO, ILL</b>	<b>GSL</b>	<b>Mo. 1 Year</b>	<b>% 12.75</b>	<b>\$ 1810 IN FULL</b>

16. Wisconsin Residents Only. Marital Status: <input type="checkbox"/> married <input type="checkbox"/> unmarried or legally separated		17a. Parent or Guardian (if deceased, other relative) Name: <b>ROBERT JAGERS</b> Address: <b>35509 HEATASE</b> City/State/Zip: <b>FARMINGTON, MI 48335</b> Area Code/Telephone No.: <b>3</b> Place and City of Employment: <b>RETIRED</b>		17b. Other Relative (not living at 17a or 17c or 4) Name: <b>KATHY DOWNS</b> Address: <b>10333 WAYNE RD</b> City/State/Zip: <b>LIVONIA, MI 48150</b> Area Code/Telephone No.: <b>31</b> Place and City of Employment: <b>MEDANL, AUBURN HILLS</b>		17c. Other Relative or Friend (not living at 17a or 17b or 4) Name: <b>ED BAKER</b> Address: <b>18909 FLAMINGO</b> City/State/Zip: <b>LIVONIA, MI 48152</b> Area Code/Telephone No.: <b>3</b> Place and City of Employment: <b>RATLIF, CANTON, MI</b>	
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### Promissory Note for a SLS Loan

I, Promise To Pay I, called Maker identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, Item 18c, promise to pay to the lender identified in Section 3, Item 36, when this note becomes due as set forth in paragraph 5 (on reverse side), the sum of

18a. \$ **4000.00** (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the SLS Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the SLS Disclosure Statement. If I am not satisfied with the terms of the loan on the SLS Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the SLS Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES

18b. Maker's Signature (Borrower)  
*Richard Jagers* (Seal) **1/19/93**  
Date  
18c. Endorser's Signature  
Endorser's Name (Please Print)  
Endorser's Soc. Sec. No.  
Endorser's Address

## SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School <b>Spring Arbor College</b>		20. Address <b>101 Main St. Spring Arbor, MI 49283</b>		21. Area Code/Telephone No. <b>517-750-1200</b>	
22. School Code <b>002318</b>	23. Enrollment Status <b>FT</b>	24. Dependency <b>IND</b>	25. Loan Period Mo/DAY/YR From <b>07/28/92</b> To <b>01/05/93</b>	26. Grade <b>04</b>	27. Anticipated Grad. Mo. <b>01/93</b>
28. Est. Fin. Aid <b>\$ -0-</b>	29. Great Lakes Use Only <b>US-6049</b>	30. 1st Disb. MO/DAY/YR <b>07/28/92</b>	31. 2nd Disb. MO/DAY/YR <b>01/05/93</b>	32. 3rd Disb. MO/DAY/YR <b>01/05/93</b>	33. 4th Disb. MO/DAY/YR <b>01/05/93</b>

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

35. Signature of School Official  
*Deborah J. Williams*  
Deborah J. Williams; Financial Aid Coun. 01/25/93  
Print Name and Title Date

## SECTION 3-TO BE COMPLETED BY THE LENDER

36. Name of Lender <b>Student Security Savings Bank</b>		41. 1st Disbursement Amount <b>\$</b>		42. 2nd Disbursement Amount <b>\$</b>	
37. Street Address <b>P. O. Box 4640</b>		43. 3rd Disbursement Amount <b>\$</b>		44. 4th Disbursement Amount <b>\$</b>	
38. Lender Code <b>B26782</b>		45. Total Amount Approved <b>(41) + (42) + (43) + (44)</b>			
39. State, Zip Code <b>MI 48226</b>		46. Area Code/Telephone No. <b>1-800-328-4143</b>			
47. Signature of Lender <b>David Harmon</b> Print Name and Title Date					

Vice President, Regional Operations

LENDER COPY A

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center  
P.O. Box 1009, East Lansing, MI 48826-100

BEST COPY AVAILABLE  
AT TIME OF IMAGING



I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE

Pay bill 12-19-00  
NAME DATE